



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONSULTANT SERVICES AGREEMENT AMENDMENT WITH GALE FELDMAN
FOR THE FAMILY VIOLENCE STRATEGIC PLANNING PROJECT
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or designee, to sign Agreement Amendment No. 1, substantially similar to Exhibit I, with Gale Feldman (Contract #H-300182), to extend the term effective July 1, 2004 through December 31, 2004 and amend the Statement of Work for the provision of consultant services to continue the development of a Department of Health Services Injury & Violence Prevention Program (IVPP), Family Violence Strategic Planning Project (FVSPP). The cost of the extension to the agreement is \$6,000 for a total maximum obligation of \$26,000 offset by \$20,000 in State funds and \$6,000 in net County cost.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving this recommendation, you are being asked to approve an Agreement Amendment for the continued provision of consultant services to develop a comprehensive five-year Department of Health Services (DHS) FVSPP to address family violence prevention and intervention. The existing Agreement will expire on June 30, 2004.

The recommended action promotes the County's Vision of Service Excellence.

This Board letter has not been filed and submitted to the Board within the three-week time frame due to unanticipated delays in clarifying funding for the extension.

FISCAL IMPACT/FINANCING:

Amendment No. 1 will increase the maximum County obligation of the agreement from \$20,000 to \$26,000, offset by \$20,000 in State funds and \$6,000 in net County cost.

The cost for Fiscal Year 2004-05 is \$10,000, offset by \$4,000 in State funds and \$6,000 in net County cost.

Funding for this Agreement Amendment is included in the FY 2004-05 Proposed Budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

On October 15, 2002, the Board accepted funding and approved a State Department of Health Services (SDHS) Agreement to enable the Department's IVPP to conduct a Strategic Planning Project to address family violence. The SDHS Agreement included funding for the selection of a consultant with expertise in the field of intimate partner violence.

On April 29, 2003, the Board approved a consulting services Agreement with Gale Feldman for the FVSPP in the amount of \$20,000, effective date of Board approval through June 30, 2004, fully funded by the SDHS.

In the Agreement Amendment, the Statement of Work has been revised to include additional tasks for Ms. Feldman to: 1) establish an Internal and External Work Group for the DHS Family Violence Strategic Planning Project Coalition, 2) produce a summary of internal assessment of policies, practices and procedures related to family violence screening and reporting, and data collection, 3) create a five-year comprehensive Los Angeles County DHS Family Violence Strategic Planning Project (FVSPP) with goals, objectives, strategies, timelines, evaluation plans and presenting to the Department for acceptance of the outcome objectives; 4) market the five-year FVSPP to promote community action, and 5) implement the FVSPP. The consultant will receive full payment upon the acceptance of the outcome objectives by the Department and completion of the five-year comprehensive Los Angeles County DHS FVSPP, anticipated to be completed this calendar year.

The five-year plan includes implementation protocols, procedures, and activities addressing family violence for DHS staff, clients, and patient population in accordance with the goals of the Statement of Work.

The goal of the project is to reduce the risk of injury disability and death among women, the physical and psychological trauma of children, and the disruption of families resulting from domestic violence.

The Honorable Board of Supervisors
June 17, 2004
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Attachment A provides additional information.

County Counsel has reviewed and approved the amendment as to form.

CONTRACTING PROCESS:

On April 30, 2002, the DHS IVPP sought to obtain the services of a consultant with the expertise required to develop the FVSPP. The IVPP released the Request for Bids (RFB) through mailing notices, e-mail list broadcast, newsletters, and telephone contacts with approximately 900 members of the Violence Prevention Coalition of Greater Los Angeles. Five (5) agencies responded and identified a prospective bidder with the knowledge and expertise required by IVPP.

On June 12, 2002, IVPP mailed a RFB to each of the identified bidders. Two candidates responded within the specified time frame. Ms. Feldman ranked the highest and demonstrated the required knowledge, background, and expertise needed to accomplish the program objectives.

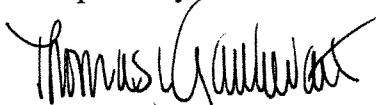
On April 29, 2003, the Board approved an Agreement with Gale Feldman for the provision of consultant services to develop the FVSPP, fully funded by the State Department of Health Services, effective date of Board approval through June 30, 2004.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of the recommended action will ensure the continued development of the five-year DHS I&VPP, FVSPP.

When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:lm

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Consultant services for the continued development of the DHS Injury & Violence Prevention Program, Family Violence Strategic Planning Project.

2. **AGENCY ADDRESS AND CONTACT PERSON:**

Ms. Gale Feldman
1015 3rd Street, #25
Santa Monica, California 90403
Telephone: (310) 869-1662
Fax: (208) 247-2860

3. **TERM OF AGREEMENT AMENDMENT:**

July 1, 2004 through December 31, 2004

4. **FINANCIAL INFORMATION:**

The total cost of the Agreement and Agreement Amendment with Gale Feldman will be \$26,000; \$20,000 State funds and \$6,000 net County cost.

The total cost of this consultant services Agreement Amendment is \$10,000. \$6,000 is for Fiscal Year (FY) 2004-05, net County cost, and an additional \$4,000 is from the FY 2003-04 Agreement, which will be carried over to FY 2004-05 and paid to the consultant upon the acceptance of the outcome objectives by the Department and completion of the five-year comprehensive Los Angeles County DHS FVSPP, anticipated to be completed this calendar year.

Funding for this Agreement Amendment is included in the FY 2004-05 Proposed Budget.

5. **GEOGRAPHIC AREAS TO BE SERVED:**

Countywide.

6. **ACCOUNTABLE FOR PROGRAM EVALUATION:**

Voncille McKinney, Injury and Violence Prevention Program

7. **APPROVALS:**

Public Health:	John F. Schunhoff, Ph.D, Chief of Operations
Contract Administration:	Irene E. Riley, Director
County Counsel:	Robert E. Ragland, Senior Deputy County Counsel

FAMILY VIOLENCE STRATEGIC PLANNING PROJECT

CONSULTANT SERVICES AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
hereafter "County"),

and

GALE FELDMAN (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"FAMILY VIOLENCE STRATEGIC PLANNING PROJECT CONSULTANT SERVICES
AGREEMENT", dated April 29, 2003, all further identified as
Agreement No. H-300182 (hereafter "Agreement"); and

WHEREAS, the parties have agreed to an extension of the term
to expire no later than December 31, 2004; and

WHEREAS, Contractor possesses the competence, expertise, and
personnel required to provide such temporary services described
hereunder and has offered its resources to County to carry out
the objectives of the program; and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment is effective on the date of Board approval.

2. Agreement Paragraph 3.0, WORK, Sub-Paragraph 3.1 is revised to include the paragraph and read as follows:

"3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A-1."

3. Agreement Paragraph 4.0, TERM OF CONTRACT, Sub-Paragraph 4.1 is revised to read as follows:

"4.1 The term of this Agreement shall commence April 29, 2003 and shall continue in full force and effect to, and including December 31, 2004. If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated at anytime by either party upon the giving of **thirty (30) days** written notice to the other party."

4. Agreement Paragraph 5.0, CONTRACT SUM, Sub-Paragraph 5.1 is revised to include the paragraph and read as follows:

"5.1 Effective April 29, 2003 through December 31, 2004, the maximum obligation of County for Contractor's performance hereunder shall not exceed Twenty-Six Thousand Dollars (\$26,000). Funding in the amount of \$4,000 from the Fiscal Year (FY) 2003-04, will be carried over to FY 2004-05 and paid to Contractor upon the acceptance of the outcome objectives by the Department and completion of the five-year comprehensive Los Angeles County DHS Family Violence Strategic Planning Project."

5. Agreement Paragraph 5.0, CONTRACT SUM, Sub-Paragraph 5.5, Invoices and Payments, is revised to read as follows:

"5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A-1 - Statement of Work. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Amendment. The County's payments to Contractor shall be as provided in Exhibit B-1 - Pricing Schedule -

and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County's Project Director. If the County's Project Director does not approve work in writing, no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B-1 - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A-1 - Statement of Work - describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County's Project Director by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

County of Los Angeles
Department of Health Services
Public Health
Office of Injury and Violence Prevention
Program (IVPP)
550 South Vermont Avenue, Suite 403
Los Angeles, CA 90020
Attention: Director, Office of IVPP

5.5.6 County Approval of Invoices: All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by County."

6. That Exhibit A, Statement of Work, of the Agreement shall be replaced with new Exhibit A-1, attached hereto and incorporated herein by reference, effective on the date of this Amendment.

7. That Exhibit B, Pricing Schedule, of the Agreement shall incorporate new Exhibit B-1, attached hereto and incorporated herein by reference, effective July 1, 2004 through December 31, 2004.

8. Agreement Paragraph 8.11, CONTRACTOR RESPONSIBILITY AND DEBARMENT, is revised to read as follows:

"8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attitude of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed

three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a non-profit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a non-profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

If there is evidence that the Contractor

may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors. After consideration of any objections, or

if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors."

9. Agreement Paragraph 8.12, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, shall be deleted in its entirety.

10. Agreement Paragraph 8.13, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, is revised to read as follows:

"8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with

their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

11. Agreement Paragraph 8.43, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT

COMPLIANCE PROGRAM, is revised to read as follows:

"8.43 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT
COMPLIANCE PROGRAM:

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.45 "Termination for Default" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

GALE FELDMAN

Contractor

By _____
Signature

Title _____

APPROVED AS TO FORM BY
THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AMENDCD3452FELDMAN
LM:06/17/04

**PROJECT WORK PLAN
STATEMENT OF WORK
FOR PROJECT CONSULTANT
April 29, 2003 – December 31, 2004**

Family Violence Prevention Strategic Planning Project (FVPSPP)

The Family Violence Prevention Project Coordinator shall work toward achieving the following goals and objectives. This shall be done by performing the specific implementation activities using the listed methods.

GOAL STATEMENT: To develop a Family Violence Prevention Strategic Plan for the Los Angeles County Department of Health Services and formulate strategic activities to promote family violence prevention over the next 5 years.

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING PROCESS AND/OR OUTCOME OBJECTIVES
1. Establish an Internal Work Group for Los Angeles County DHS Family Violence Prevention Strategic Planning Project.	<p>1. Project consultant shall: provide Injury and Violence Prevention Program (IVPP) with a monthly status report and invoice for work completed and approved by IVPP Director</p> <p>1.1 Develop an Internal Work Group to coordinate the process of strategic planning for DHS from within DHS. The members of this group will</p> <p>a) Choose participants of Internal Work Group including representatives from all eight Service Planning Areas (SPA), hospitals, and clinics</p> <p>b) Contact potential participants of Internal Work Group</p> <p>1.2 Identify information needed for strategic planning including organization history and profile</p> <p>1.3 Draft a mission and vision statement and a "plan for planning"</p> <p>1.4 Obtain written approval from IVPP accepting "preliminary plan for planning" report</p>	<p>Ongoing -monthly</p> <p>Completed</p> <p>Completed</p> <p>Completed</p> <p>Completed</p>	<p>1) Provide the list of planning participants for the Internal Work Group</p> <p>2) Submit draft mission statement and draft a vision statement for review and approval</p> <p>3) Detailed "Plan for planning" report.</p>

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING PROCESS AND/OR OUTCOME OBJECTIVES
3. Establish the Los Angeles County DHS Family Violence Prevention Strategic Planning Coalition.	<p>3. Project consultant shall:</p> <p>3.1. With input from Internal Work Group, identify and develop a list of individuals with expertise in IPV from law enforcement, IPV advocates, domestic violence shelters, the clergy, researchers, and health care providers.</p> <p>3.3. Coordinate, and facilitate the first meeting and set the agenda for Los Angeles County DHS Family Violence Prevention Strategic Planning Coalition. The first meeting agenda shall include: A governance structure, meeting timelines and desired outcomes described.</p> <p>3.4. Present Summary of Internal Assessment Report</p>	<p>To be completed by 12/31/04</p> <p>Ongoing, first meeting held within 6 months of Board Approval of contract. Minutes provided within 2 weeks of first meeting.</p> <p>To be completed by Oct.31, 2004</p>	<p>Selected list approved by IVPP</p> <p>Letters, sent, meeting held, sign in sheet from meeting, and meeting minutes included with monthly report.</p> <p>Report accepted and approved by IVPP</p>

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING PROCESS AND/OR OUTCOME OBJECTIVES
4. Upon Board approval, create a five year comprehensive Los Angeles County DHS Family Violence Prevention Strategic Plan with goals, objectives, strategies, timelines, and evaluation plans.	<p>4. Project consultant shall: Help with convening the second Coalition meeting to discuss constructive ways to identify various strategic plan activities in the community; conduct a systematic review of scientific literature of family violence prevention interventions; assist in redefining goals and objectives; to clarify future directions; and to develop evaluation methods</p> <p>4.2. Provide an opportunity for Coalition members to share resources and information on current practices, issues, available services, and updated legislation and laws regarding IPV victims in health care settings</p> <p>4.3. Assist Coalition in developing strategies to effectively collect data and monitor the quality and level of policy implementation</p> <p>4.4. Assist with the strategic plan marketing to promote community action</p>	To be completed by December 31, 2004	<p>An evaluation of the strategic planning process and an ongoing assessment of the strategic and operating plans</p> <p>Five year comprehensive LAC DHS Family Violence Prevention Strategic Plan</p> <p>A strategic plan which includes: 1) Analysis of Strengths, Weaknesses, Opportunities, and Threats (SWOT) 2) Criteria for setting priorities 3) Future core strategies 4) Summary of the scope and scale of programs 5) Goals and objectives 6) Long range financial projections</p>

6/17/04:lm

PRICING SCHEDULE

July 1, 2004 through December 31, 2004
 Family Violence Prevention Strategic Planning Project (FVPSPPP)
 Independent Consultant Services Agreement

MEASURABLE OBJECTIVE SOW NO.	SOW ITEM NO.	ACTIVITY/DELIVERABLE	PAYABLE AMOUNT
1. Produce a Summary of Internal Assessment of policies, practice and procedures related to IPV screening, reporting, and data collection		Provide Program Office with report on the progress, accomplishment, and related activities Report #12	\$1,000
	1	Report # 13	\$1,000
	2-2.6-2.6.10	Report # 14	\$1,000
	3-3.4	Report # 15	\$1,000
	4-4.3	Report # 16	\$1,000
3. Establish the Los Angeles County DHS Family Violence Prevention Strategic Planning Coalition	4.4	Provide Program Office Summary of Internal Assessment Report for review and approval	\$1,000
TOTAL			\$6,000
FINAL PAYMENT (1)			\$4,000
PROJECT TOTAL			\$10,000

(1) FINAL PAYMENT: A final payment of \$4,000 for the final plan shall be made upon acceptance of the outcome objectives and completion of implementation plan.

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